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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of)
GMW Fire Protection, Inc.,)
an Alaska Corporation,)
)
Plaintiff,)
v.)
)
KANAG'IQ CONSTRUCTION CO., INC.,)
an Alaska Corporation and)
WESTERN SURETY COMPANY, a)
South Dakota Corporation,)
)
Defendant.)

) Civil Action No. A05-170 CV

COMPLAINT
(40 U.S.C. §§ 270a-270f)

Plaintiff, the United States, brings this case pursuant to 40 U.S.C. § 270b for the use of GMW FIRE PROTECTION, INC. ("GMW"), and for its Complaint against Defendants, KANAG'IQ CONSTRUCTION CO., INC. ("KANAG'IQ"), and WESTERN SURETY COMPANY ("WESTERN"), states as follows:

NATURE OF THE CASE

1. This case arises out of Defendant KANAG'IQ'S failure to pay for services rendered and materials supplied under a contract between GMW and KANAG'IQ ("Contract").

2. KANAG'IQ is the prime contractor to the UNITED STATES for the provision of services and materials in the construction of the fire alarm and sprinkler requirements at Elmendorf Air Force Base, Alaska. Said prime contract is for an amount greater than \$100,000.00.

3. KANAG'IQ is the principal on a bond in the amount of \$709,148.90 ("Bond"), the purpose of which is to guarantee payment to those persons supplying labor and furnishing materials in the prosecution of KANAG'IQ'S contract with the UNITED STATES. WESTERN is the surety on the Bond. A copy of the Bond is attached here as Exhibit A.

4. The Miller Act, 40 U.S.C. §§ 270a-270f, is applicable to this action.

5. By reason of GMW's furnishing of materials and services under its Contract with KANAG'IQ, GMW is a person protected under the Miller Act.

6. The contract between KANAG'IQ and the UNITED STATES was for the construction, alteration or repair of a public building or public work of the UNITED STATES.

7. GMW provided the materials and fully performed the services as required under the Contract with KANAG'IQ, yet there remains an outstanding balance owed by KANAG'IQ to GMW under the Contract of \$533,848.77.

8. GMW last performed labor or furnished materials under its

Contract with KANAG'IQ more than 90 days, but less than one year, prior to the filing of the Complaint.

JURISDICTION, VENUE AND PLACE OF TRIAL

9. Jurisdiction in the United States District Courts is authorized by 40 U.S.C. § 270b(b).

10. Venue is appropriate in the United States District Court for the District of Alaska, sitting in Anchorage, Alaska, pursuant to 40 U.S.C. § 270b(b), because the Contract was to be performed at Elmendorf Air Force Base, near Anchorage, Alaska.

COUNT I
BREACH OF CONTRACT

11. GMW realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 10.

12. The Contract required KANAG'IQ to pay GMW for services rendered and materials supplied. KANAG'IQ has failed to pay \$533,848.77 owed under the Contract.

COUNT II
QUANTUM MERUIT

13. GMW realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 12.

14. GMW conferred a benefit on KANAG'IQ in the form of services rendered and materials supplied.

15. KANAG'IQ had an appreciation and knowledge of the benefit conferred by GMW.

16. KANAG'IQ accepted and/or retained the benefits conferred

upon it by GMW's provision of services and materials.

17. Under the circumstances, it is inequitable for KANAG'IQ to retain the benefits conferred upon it without payment to GMW for the fair value of such benefits.

COUNT III
ACTION ON THE BOND

18. GMW realleges and incorporates by reference each of the allegations contained in paragraphs 1 through 17.

19. The amount owed by KANAG'IQ to GMW under the Contract and pursuant to GMW's quantum meruit claim is secured by the Bond, all as more fully set forth in Exhibit A.

20. GMW is entitled to recover the amounts owed to it, from the Bond, pursuant to its Contract and/or its quantum meruit claims.

PRAYER FOR RELIEF

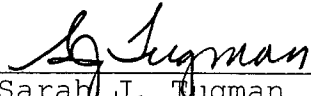
21. Under Count I, GMW prays for an Order granting judgment against KANAG'IQ in the amount of \$533,848.77 plus interest at the legal rate, for the costs of this action, for attorney fees, and for any additional relief this Court deems just and equitable.

22. Under Count II, GMW prays for an Order granting judgment against KANAG'IQ equal to the value of benefits conferred upon KANAG'IQ by GMW due to GMW's provision of services and materials, plus interest at the legal rate, for the costs of this action, for attorney fees, and for any additional relief this Court deems just and equitable.

23. Under Count III, GMW prays for an Order requiring WESTERN to release \$533,848.77, plus interest at the legal rage, plus any additional applicable amounts, from WESTERN'S payment bond in order to satisfy the amounts due GMW under its contract with KANAG' IQ or under GMW's quantum meruit claim against KANAG' IQ.

RESPECTFULLY SUBMITTED THIS 15th DAY OF JULY, 2005.

Sarah J. Tugman
Attorney at Law
Alaska Bar No. 8310101



Sarah J. Tugman
Attorney for GMW Fire Protection, Inc.